

1 WILLIAM A. ISAACSON (Admitted *Pro Hac Vice*)  
2 (wisaacson@bsflp.com)  
3 BOIES, SCHILLER & FLEXNER LLP  
4 5301 Wisconsin Ave, NW, Washington, DC 20015  
5 Telephone: (202) 237-2727; Fax: (202) 237-6131

6 JOHN F. COVE, JR. (Admitted *Pro Hac Vice*)  
7 (jcove@bsflp.com)  
8 BOIES, SCHILLER & FLEXNER LLP  
9 1999 Harrison Street, Suite 900, Oakland, CA 94612  
10 Telephone: (510) 874-1000; Fax: (510) 874-1460

11 RICHARD J. POCKER #3568  
12 (rpocker@bsflp.com)  
13 BOIES, SCHILLER & FLEXNER LLP  
14 300 South Fourth Street, Suite 800, Las Vegas, NV 89101  
15 Telephone: (702) 382 7300; Fax: (702) 382 2755

16 DONALD J. CAMPBELL #1216  
17 (djcc@campbellandwilliams.com)  
18 J. COLBY WILLIAMS #5549  
19 (jcw@campbellandwilliams.com)  
20 CAMPBELL & WILLIAMS  
21 700 South 7th Street, Las Vegas, Nevada 89101  
22 Telephone: (702) 382-5222; Fax: (702) 382-0540

23 *Attorneys for Defendant Zuffa, LLC, d/b/a*  
24 *Ultimate Fighting Championship and UFC*

25 **UNITED STATES DISTRICT COURT**  
26 **DISTRICT OF NEVADA**

27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

Cung Le, Nathan Quarry, Jon Fitch, on behalf  
of themselves and all others similarly situated,

Plaintiffs,

v.

Zuffa, LLC, d/b/a Ultimate Fighting  
Championship and UFC,

Defendant.

Lead Case No.: 2:15-cv-01045-RFB-(PAL)

Member Case Nos.:

2:15-cv-01046-RFB-(PAL)

2:15-cv-01055-RFB-(PAL)

2:15-cv-01056-RFB-(PAL)

2:15-cv-01057-RFB-(PAL)

**ZUFFA, LLC'S**  
**[PROPOSED] PROTECTIVE ORDER**

Luis Javier Vazquez and Dennis Lloyd Hallman, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Zuffa, LLC, d/b/a Ultimate Fighting Championship and UFC,

Defendant.

Case No. 2:15-cv-01055 RFB-(PAL)

Brandon Vera and Pablo Garza, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Zuffa, LLC, d/b/a Ultimate Fighting Championship and UFC,

Defendant.

Case No. 2:15-cv-01056 RFB-(PAL)

Gabe Ruediger and Mac Danzig, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Zuffa, LLC, d/b/a Ultimate Fighting Championship and UFC,

Defendant.

Case No. 2:15-cv-01057 RFB-(PAL)

Kyle Kingsbury and Darren Uyenoyama, on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

Zuffa, LLC, d/b/a Ultimate Fighting  
Championship and UFC,

Defendant.

Case No. 2:15-cv-01046 RFB-(PAL)

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and for good cause, IT IS  
HEREBY ORDERED THAT:

**1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. This Order does not confer blanket protections on all disclosures or responses to discovery and the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

**2. DEFINITIONS**

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Legal Department Personnel (as well as their support staff, including, but not limited to, attorneys, paralegals, secretaries, law clerks, and legal interns).

1           2.4    Designating Party: a Party or Non-Party that designates information or items that it  
2 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3           2.5    Disclosure or Discovery Material: all items or information, regardless of the medium or  
4 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
5 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery  
6 in this matter.

7           2.6    Expert or Consultant: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation, along with his or her employees and support personnel, who (1) has been  
9 retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a  
10 current employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated  
11 to become an employee of a Party or of a Party’s competitor. The Parties are not prohibited from  
12 retaining an Expert or Consultant who is a former employee of a Party or of a Party’s competitor,  
13 provided that, at least five business days prior to retention, Counsel intending to retain such Expert or  
14 Consultant shall provide written notice to Counsel for the Party which had previously employed such  
15 person, in order to allow that Party an opportunity to protect itself and the confidentiality of any  
16 information which such prospective Expert or Consultant may have obtained during his or her  
17 employment. The Party receiving such notice shall have 30 days to seek judicial intervention with respect  
18 to legitimate issues concerning the protection of any confidential information which such Expert or  
19 Consultant may have obtained during his or her employment. The definition of Expert or Consultant  
20 includes a professional jury or trial consultant retained in connection with this litigation.

21           2.7    HIGHLY CONFIDENTIAL—Attorneys’ Eyes Only Information or Items: extremely  
22 sensitive, highly confidential, non-public information, consisting either of trade secrets or other highly  
23 confidential information directly concerning business plans, strategies, revenues or costs, disclosure of  
24 which to another Party or Non-Party would create a substantial risk of significant competitive or business  
25 injury to the Designating Party that could not be avoided by less restrictive means.

1           2.8     In-House Legal Department Personnel: attorneys and other personnel employed by a  
2 Party to perform legal functions and who are responsible for overseeing or assisting in this litigation for  
3 such Party. In-House Legal Department Personnel does not include Outside Counsel of Record or any  
4 other outside counsel.

5           2.9     Non-Party: any natural person, partnership, corporation, association, or other legal entity  
6 not named as a Party to this action.

7           2.10    Outside Counsel of Record: attorneys, along with their paralegals, and other support  
8 personnel, who are not employees of a party to this action but are retained to represent or advise a party  
9 to this action and have appeared in this action on behalf of that party or are affiliated with a law firm that  
10 has appeared on behalf of that party.

11          2.11    Party: any party to this action, including all of its officers, directors, managers, and  
12 employees.

13          2.12    Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in  
14 this action.

15          2.13    Professional Vendors: persons or entities that provide litigation support services (e.g.,  
16 photocopying, videotaping, transcription, court reporting, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving documents or data in any form or medium) and  
18 their employees and subcontractors.

19          2.14    Protected Material: any Disclosure or Discovery Material that is designated as  
20 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such material is  
21 referred to as designated for “protection.”

22          2.15    Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing  
23 Party.

1           **3.       SCOPE**

2           The protections conferred by this Order cover not only Protected Material (as defined above), but  
3 also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries,  
4 or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties  
5 or their Counsel that might reveal Protected Material. However, the protections conferred by this  
6 Protective Order do not cover the following information: (a) any information that is in the public domain  
7 at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to  
8 a Receiving Party as a result of publication not involving a violation of this Order, including becoming  
9 part of the public record through trial or otherwise; and (b) any information known to the Receiving Party  
10 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained  
11 the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
12 Protected Material at trial shall be governed by a separate agreement or order.

13           **4.       DURATION**

14           Even after final disposition of this litigation, the confidentiality obligations imposed by this Order  
15 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise  
16 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
17 action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all  
18 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any  
19 motions or applications for extension of time pursuant to applicable law.

20           **5.       DESIGNATING PROTECTED MATERIAL**

21           5.1   Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-  
22 Party that designates information or items for protection under this Order must take care to limit any such  
23 designation to specific material that qualifies under the appropriate standards.  
24  
25  
26  
27  
28

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be  
2 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or  
3 retard the case development process or to impose unnecessary expenses and burdens on other parties)  
4 expose the Designating Party to sanctions. Notwithstanding the preceding sentence, the Designating  
5 Party may designate for protection an entire document or item that contains “CONFIDENTIAL” or  
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information within that document or item  
7 when it produces such document or item to another Party pursuant to Federal Rule of Civil Procedure 34.

8 If it comes to a Designating Party’s attention that information or items that it designated for  
9 protection do not qualify for the protection initially asserted, that Designating Party must promptly notify  
10 all other Parties that it is withdrawing the mistaken designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
12 e.g., paragraph 5.2(a), below), or as otherwise stipulated or ordered, material that qualifies for protection  
13 under this Order must be clearly so designated before the material is disclosed or produced.  
14 Notwithstanding the preceding sentence, should a Producing Party discover that it produced material that  
15 was not designated as Protected Material or that it produced material that was designated as Protected  
16 Material but had designated that Protected Material in the incorrect category of Protected Material, the  
17 Producing Party may notify all Parties, in writing, of the error and identify (by bates number or other  
18 individually identifiable information) the affected documents and their new designation or re-  
19 designation. Thereafter, the material so designated or re-designated will be treated as Protected Material.  
20 Promptly after providing such notice, the Producing Party shall provide re-designated copies of the  
21 material to each Receiving Party reflecting the change in designation. The Receiving Party will replace  
22 the incorrectly designated material with the newly designated materials and will destroy the incorrectly  
23 designated materials.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents, but excluding  
26 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the first page  
28 of each document and on each page that contains protected material.

1 A Party or Non-Party that makes original documents or materials available for inspection need  
2 not designate them for protection until after the inspecting Party has indicated which material it would  
3 like copied and produced. During the inspection and before the designation, all of the material made  
4 available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”  
5 After the inspecting Party has identified the documents it wants copied and produced, the Producing  
6 Party must determine which documents, or portions thereof, qualify for protection under this Order.  
7 Then, before producing the specified documents, the Producing Party must affix the appropriate legend  
8 (“CONFIDENTIAL”, “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, or “HIGHLY  
9 CONFIDENTIAL – AEO”) to the first page of each document and on each page that contains Protected  
10 Material.

11 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating  
12 Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected  
13 testimony. When it is impractical to identify separately each portion of testimony that is entitled to  
14 protection and/or it appears that substantial portions of the testimony may qualify for protection, the  
15 Designating Party may invoke on the record (before the deposition, hearing, or other proceeding is  
16 concluded) a right to have up to 21 days after receipt of the draft transcript to identify the specific  
17 portions of the testimony as to which protection is sought. Only those portions of the testimony that are  
18 appropriately designated for protection within the 21 days shall be covered by the provisions of this  
19 Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days  
20 afterwards if that period is properly invoked, that the entire transcript shall be treated as  
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” provided such  
22 designation does not violate paragraph 5.1 above.

23 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other  
24 proceeding to include Protected Material so that the other parties can ensure that only authorized individuals  
25 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
26 proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its designation as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

28 Transcripts containing Protected Material shall have an obvious legend on the title page that the



1 transcript contains Protected Material, and the title page shall be followed by a list of all pages (including  
2 line numbers as appropriate) that have been designated as Protected Material by the Designating Party.  
3 The Designating Party shall inform the court reporter of these requirements. Any transcript that is  
4 prepared before the expiration of a 21-day period for designation shall be treated during that period as if  
5 it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety  
6 unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually  
7 designated.

8 (c) for information produced in some form other than documentary and for any other tangible  
9 items (such as Electronically Stored Information (“ESI”) for which it is impractical to label as per  
10 Section 5.2(a)), that the Producing Party designate in a cover letter accompanying the production, and  
11 where feasible, affix in a prominent place on the exterior of the container or containers in or on which the  
12 information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
13 ATTORNEYS’ EYES ONLY.”

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate  
15 qualified information or items does not, standing alone, waive the Designating Party’s right to secure  
16 protection under this Order for such material. Should a Producing Party discover that it produced  
17 Confidential Information or Items that were not designated as Protected Material, the Producing Party may  
18 notify all Parties, in writing, of the error and identify (by bates number or other individually identifiable  
19 information) the affected documents and their new designation. Thereafter, the material so designated shall  
20 be treated as Protected Material. Promptly after providing such notice, the Producing Party shall provide re-  
21 labeled copies of the material to each Receiving Party reflecting the change in designation. The Receiving  
22 Party shall replace the incorrectly designated material with the newly designated materials and shall destroy  
23 the incorrectly designated materials. If material is re-designated as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” after the material was initially produced, the Receiving  
25 Party, upon notification of the designation, must make reasonable efforts to assure that the material is treated  
26 in accordance with the provisions of this Order.

27 5.4 Confidential Designation of Information or Items Produced by Other Parties or Non-  
28 Parties. Subject to the standards of paragraph 5.1, a Party may designate as “CONFIDENTIAL” or

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” any Disclosure or Discovery Material  
 2 produced by any other Party or non-Party, provided that said Disclosure or Discovery Material contains  
 3 the Designating Party’s own Confidential Information. Any such designation of a document for  
 4 protection shall be made within 90 days of the date of its production to the Designating Party, unless  
 5 good cause is shown for a later designation of the document for protection.

6 Designating a document for protection pursuant to this paragraph shall be accomplished  
 7 by providing written notice to all Parties identifying (by bates number or other individually identifiable  
 8 information) the Disclosure or Discovery Material to be designated as “CONFIDENTIAL” or “HIGHLY  
 9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Promptly after providing such notice, the  
 10 Designating Party shall provide re-labeled copies of the material to each Receiving Party reflecting the  
 11 change in designation. The Receiving Party will replace the incorrectly designated material with the  
 12 newly designated materials and will destroy the incorrectly designated materials. Any Party may object  
 13 to the designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 14 ONLY” of Disclosure or Discovery Materials pursuant to the procedures set forth in paragraph 6  
 15 regarding challenging designations. The Designating Party shall bear the burden of establishing the basis  
 16 for the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
 17 designation.

## 18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 20 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
 21 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a  
 22 significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
 23 confidentiality designation by electing not to mount a challenge promptly after the original designation is  
 24 disclosed.

1           6.2     Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's  
2 confidentiality designation must do so in good faith. The Challenging Party shall initiate the dispute  
3 resolution process by providing written notice to other Parties of each designation it is challenging (by  
4 bates number or other individually identifiable information) and describing the basis for each challenge.  
5 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the  
6 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective  
7 Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by  
8 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 7  
9 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its  
10 belief that the confidentiality designation was not proper and must give the Designating Party an  
11 opportunity to review the designated material, to reconsider the circumstances, and, if no change in  
12 designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed  
13 to the next stage of the challenge process only if it has engaged in this meet and confer process first or  
14 establishes that the Designating Party is unwilling to participate in the meet and confer process in a  
15 timely manner.

16           6.3     Judicial Intervention. If the parties are not able to resolve a dispute about confidentiality  
17 designation within the time provided in paragraph 6.2, above, the parties shall, within 7 days of the  
18 expiration of the time period provided in paragraph 6.2, prepare and present to the Court a joint letter,  
19 briefly outlining the disputed issue, and requesting a telephone conference or in-person meeting with the  
20 Court. The parties shall thereafter present to the Court, during the telephone conference or in-person  
21 meeting, their respective positions about the propriety of the challenged confidentiality designations. The  
22 procedure for resolving the dispute, including the need for any briefing, shall be determined by the Court  
23 during the telephone conference or in-person meeting.

24           The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
25 Until the ruling on the dispute becomes final, all parties shall continue to afford the material in question  
26 the level of protection to which it is entitled under the Designating Party's designation. In the event that  
27 the final ruling is that the challenged material is not "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL  
28 – ATTORNEYS' EYES ONLY", the Designating Party shall reproduce copies of all challenged

1 materials with their designations removed within thirty (30) days of such ruling at the expense of the  
2 Designating Party.

### 3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
5 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
6 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the  
7 categories of persons and under the conditions described in this Order. When the litigation has been  
8 terminated, a Receiving Party must comply with the provisions of paragraph 15 below (FINAL  
9 DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
11 secure manner that ensures that access is limited to the persons authorized under this Order. For  
12 purposes of this Order, a secure website, or other internet-based document depository with adequate  
13 security, shall be deemed a secure location.

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the  
15 court or permitted in writing by the Designating Party, Counsel for a Receiving Party may disclose any  
16 information or item designated “CONFIDENTIAL” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said  
18 Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this  
19 litigation;

20 (b) the Receiving Party, a Receiving Party’s officers, directors, managers, and employees  
21 (including In-House Legal Department Personnel) to whom disclosure is reasonably necessary for this  
22 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (c) Experts or Consultants (as defined in this Order) of the Receiving Party to whom disclosure is  
24 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be  
25 Bound” (Exhibit A);

26 (d) the Court and its personnel;

27 (e) Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
28 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in this litigation to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Consistent with paragraph 5.2(b), pages of transcribed deposition testimony or exhibits to depositions that reveal Confidential Information must be marked “CONFIDENTIAL”, and may not be disclosed to anyone except as permitted under this Protective Order; and

(g) any other person to whom the Designating Party agrees in writing or on the record, and any other person to whom the Court compels access to the Confidential Information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the people and entities permitted to receive “CONFIDENTIAL” information as designated in paragraph 7.2 and in accordance with the requirements set forth in the paragraph except that “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or items shall not be disclosed to: (1) the Receiving Party or a Receiving Party’s officers, directors, managers, and employees, other than In-House Legal Department Personnel who shall be permitted to view such information; (2) anyone who has served or anticipates serving as an agent for any athlete in contract negotiations with any sports promoter or league; or (3) anyone who has served in any capacity with, or has attempted to form, any entity, association, or organization that has sought to or does collectively represent athletes in licensing, or in the formation of a union or association, including but not limited to the entity that calls itself the Mixed Martial Arts Fighters Association.

7.4 Retention of Exhibit A: Outside Counsel for the Party that obtains the signed “Acknowledgment and Agreement to Be Bound” (Exhibit A), as required above, shall retain them for one year following the final termination of this action, including any appeals, and shall make them available to other Parties upon good cause shown.

1           8.       **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
2 **OTHER LITIGATION**

3           If a Receiving Party is served with a discovery request, subpoena, or a court order issued in other  
4 litigation that compels disclosure of any information or items designated in this action as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Receiving  
6 Party must:

7           (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the  
8 discovery request, subpoena, or court order;

9           (b) promptly notify in writing the party who caused the discovery request, subpoena, or order to  
10 issue in the other litigation that some or all of the material covered by the discovery request, subpoena, or  
11 order is subject to this Protective Order. Such notification shall include a copy of this Protective Order;  
12 and

13           (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating  
14 Party whose Protected Material may be affected.

15           The purpose of imposing these duties is to alert the interested parties to the existence of this  
16 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its  
17 confidentiality interests in the court from which the discovery request, subpoena, or order issued.

18           If the Designating Party timely seeks a protective order, the Party served with the discovery  
19 request, subpoena, or court order shall not produce any information designated in this action as  
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a  
21 determination by the court from which the discovery request, subpoena, or order issued, unless the Party  
22 has obtained the Designating Party’s permission or unless the Party has been ordered to do so by this  
23 Court . The Designating Party shall bear the burden and expense of seeking protection in that court of its  
24 confidential material – and nothing in these provisions should be construed as authorizing or encouraging  
25 a Receiving Party in this action to disobey a lawful directive from another court.  
26  
27  
28

1           9.       **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
2 **THIS LITIGATION**

3           (a) The terms of this Order are applicable to information produced by a Non-Party in this action  
4 and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
5 ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be construed as  
7 prohibiting a Non-Party from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s  
9 confidential information in its possession, and the Party is subject to an agreement with the Non-Party  
10 not to produce the Non-Party’s confidential information, then the Party shall:

11                   (1) notify in writing, as soon as reasonably practicable, the Requesting Party and the Non-  
12 Party that some or all of the information requested is subject to a confidentiality agreement with a Non-  
13 Party; and

14                   (2) as soon as reasonably practicable, provide the Non-Party with a copy of the Protective  
15 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the  
16 information requested.

17           (c) If the Non-Party fails to object or seek a protective order from this court within 21 days of  
18 receiving the notice and accompanying information, the Party may produce the Non-Party’s confidential  
19 information responsive to the discovery request. If the Non-Party timely seeks a protective order, the  
20 Receiving Party shall not produce any information in its possession or control that is subject to the  
21 confidentiality agreement with the Non-Party before a determination by the court. Absent a court order  
22 to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its  
23 Protected Material.

1           **10.     UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material  
 3 to any person or in any circumstance not authorized under this Protective Order, the Receiving Party  
 4 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
 5 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons  
 6 to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person  
 7 or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
 8 Exhibit A.

9           **11.     INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
 10 **PROTECTED MATERIAL**

11           When a Producing Party gives notice to Receiving Parties that it inadvertently produced  
 12 documents, testimony, information, and/or things that are protected from disclosure under the attorney-  
 13 client privilege, work product doctrine, and/or any other applicable privilege or immunity from  
 14 disclosure, or the Receiving Party discovers such inadvertent production, the inadvertent production shall  
 15 not be deemed a waiver of the applicable privilege or protection. The Receiving Party shall immediately  
 16 return all copies of such documents, testimony, information and/or things to the inadvertently Producing  
 17 Party and shall not use such items for any purpose until further order of the Court. If the Receiving Party  
 18 does not challenge the designation, such return must occur within three (3) business days of receipt of  
 19 notice or discovery of the inadvertent production. If a Receiving Party wishes to challenge the  
 20 designation, the Receiving Party must inform the Producing party within three (3) business days of  
 21 receipt of notice or discovery of the inadvertent production, and must file its challenge to the privilege  
 22 designation with the Court within seven days of notifying the Producing Party of its intent to challenge,  
 23 unless the Parties agree to a longer schedule. The Receiving Party may maintain a copy of the  
 24 challenged document solely for the purpose of the privilege challenge until the Court resolves the issue,  
 25 but may not disclose or otherwise use the document until the Court resolves the issue. The return of any  
 26 discovery item to the inadvertently Producing Party shall not in any way preclude the Receiving Party  
 27 from moving the Court for a ruling that the document or thing was never privileged.

28           This provision is not intended to modify whatever procedure may be established in an e-discovery



1 order that provides for production without prior privilege review.

2 **12. ATTORNEY RENDERING ADVICE**

3 Nothing in this Protective Order will bar or otherwise restrict an attorney from rendering advice  
4 to his or her client in this litigation with respect to this matter or from relying upon or generally referring  
5 to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Disclosure or Discovery Material in  
6 rendering such advice; provided however, that in rendering such advice or in otherwise communicating  
7 with his or her client in this litigation, the attorney shall not reveal or disclose the specific content thereof  
8 if such disclosure is not otherwise permitted under this Protective Order.

9 **13. DISPOSITIVE MOTION HEARINGS AND TRIAL**

10 The terms of this Protective Order shall govern in all circumstances except for presentations of  
11 evidence and argument at hearings on dispositive motions and at trial. The parties shall meet and confer  
12 in advance of such proceedings and seek the guidance of the Court as to appropriate procedures to govern  
13 such proceedings.

14 **14. MISCELLANEOUS**

15 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its  
16 modification by the court in the future.

17 14.2 Right to Assert Other Objections. By entry of this Protective Order no Party waives any  
18 right it otherwise would have to object to disclosing or producing any information or item on any ground  
19 not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use  
20 in evidence of any of the material covered by this Protective Order.

14.3 Filing Protected Material. In the event that any receiving party's briefs, memoranda, discovery requests, requests for admission or other papers of any kind which are served or filed shall include another party's "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information, the papers shall be appropriately designated pursuant to paragraph 5.2. Documents, papers and transcripts filed with the court which contain any other party's "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information shall be provisionally lodged under seal with the Court, and redacted papers shall be publicly filed. Within 5 days of the materials being lodged with the Court, the Party claiming protection shall file a motion to seal setting forth the bases for sealing and proper authority under *Kamakana v. City & County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), or some other applicable authority.

#### 15. **FINAL DISPOSITION**

Unless otherwise ordered by the Court or agreed in writing by the Designating Party, within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies (electronic or otherwise), abstracts, compilations, databases, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, (electronic or otherwise), abstracts, compilations, databases, summaries, and any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; legal memoranda; correspondence; or attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Paragraph 4 (DURATION).

1 Dated: August 27, 2015

By: John F. Cove, Jr.  
John F. Cove, Jr.

3 John F. Cove (Admitted *pro hac vice*)  
4 BOIES, SCHILLER & FLEXNER LLP  
5 1999 Harrison Street  
6 Suite 900  
7 Oakland, CA 94612  
8 Telephone: (510) 874-1000  
9 Facsimile: (510) 874-1460  
10 jcove@bsfllp.com

8 Donald J. Campbell (#1216)  
9 J. Colby Williams (#5549)  
10 CAMPBELL & WILLIAMS  
11 700 South 7th Street  
12 Las Vegas, NV 89101  
13 Telephone: (702) 382-5222  
14 Facsimile: (702) 382-0540

13 William A. Isaacson (Admitted *pro hac vice*)  
14 BOIES, SCHILLER & FLEXNER LLP  
15 5301 Wisconsin Ave. NW  
16 Washington, DC 20015  
17 Telephone: (202) 237-2727  
18 Facsimile: (202) 237-6131  
19 wisaacson@bsfllp.com

18 Richard J. Pocker (#3568)  
19 BOIES, SCHILLER & FLEXNER LLP  
20 300 South 4th Street, Suite 800  
21 Las Vegas, NV 89101  
22 Telephone: (702) 382-7300  
23 Facsimile: (702) 382-2755

22 *Attorneys for Defendant Zuffa, LLC*

**ORDER**

IT IS SO ORDERED.

Dated:

By: \_\_\_\_\_

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the Protective Order that was  
issued by the United States District Court for the District of Nevada in the cases of *Le et al. v. Zuffa, LLC*, No. 2:15-cv-01045-RFB-(PAL), *Vazquez et al. v. Zuffa, LLC*, No. 2:15-cv-01055 RFB-(PAL),  
*Vera et al. v. Zuffa, LLC*, No. 2:15-cv-01056 RFB-(PAL), *Ruediger et al. v. Zuffa, LLC*, No. 2:15-cv-  
01057 RFB-(PAL), and *Kingsbury et al. v. Zuffa, LLC*, No. 2:15-cv-01046 RFB-(PAL).

I agree to comply with and to be bound by all the terms of this Protective Order and I understand  
and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information or item that is  
subject to this Protective Order to any person or entity except in strict compliance with the provisions of  
this Order.

I further agree to submit to the jurisdiction of the United States District Court for the District of  
Nevada for the purpose of enforcing the terms of this Protective Order, even if such enforcement  
proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as my  
Nevada agent for service of process in connection with this action or any proceedings related to  
enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that service of the foregoing **Zuffa, LLC's [Proposed] Protective Order** was served on August 27, 2015 via the Court's CM/ECF electronic filing system addressed to all parties on the e-service list.

Christina Seki

An employee of Boies, Schiller & Flexner, LLP